

TERMS OF REFERENCE

Procurement for the Supply and Delivery of Toners

I. OBJECTIVE

1. To meet and respond to the needs of toner for printers and printing of documents to ensure continuous supply is immediately provided to ERC Staffs/Offices to avoid disruptions in the performance of their functions/mandate; and
2. It is more advantageous to ERC to procure these items in bulk through a competitive public to achieve transparency.

II. APPROVED BUDGET FOR THE CONTRACT

1. Fund for this procurement shall be sourced from the General Appropriation Act (GAA) for the **fiscal year 2021** of the ERC.
2. The ABC for the projects is **Two Million Four Hundred Fifty-One Thousand, Eight Hundred Sixty-One Pesos and 49/100 (PhP2,451,861.49)**, inclusive of all government taxes, fees and charges.

III. MODE OF PROCUREMENT

The Procurement for the Supply and Delivery of Toners shall be undertaken through open **Competitive Bidding** under the 2016 Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as “Government Procurement Reform Act”.

IV. BIDDER’S QUALIFICATION REQUIREMENTS

1. The Bidder warrants that it shall conform strictly with the terms and conditions stipulated under the Terms of Reference (TOR) for the project; and
2. Bidder must be a **managed partner, reseller, dealer or distributor of the brand being offered for a period of at**

least five (5) years. A current and valid certification as an Authorized Distributor/Reseller shall be submitted as part of the technical component of its bid proposal. The said certification must be issued by the manufacturer directly in favor of the bidder participating in the bidding.

V. TECHNICAL SPECIFICATIONS AND RESPONSIBILITIES OF THE SUPPLIER

1. The Bidder must comply the following item specifications:

a. For Color Printers

50 Toner Cartridges HP CF210A (131A), Black
50 Toner Cartridges HP CF211A (131A), Cyan
50 Toner Cartridges HP CF212A (131A), Yellow
50 Toner Cartridges HP CF213A (131A), Magenta
134 Toner Cartridges HP CF500A (202A), Black
89 Toner Cartridges HP CF501A (202A), Cyan
69 Toner Cartridges HP CF502A (202A), Yellow
69 Toner Cartridges HP CF503A (202A), Magenta

b. For Monochrome Printers

12 Toner Cartridges HP CB540A, Black
89 Toner Cartridges HP CE255A, Black
36 Toner Cartridges HP CB436A, Black

2. The **date of manufacture of the items should be clearly written** on the items or its packing. Items with **manufacturing date older than twelve (12) months on the date of delivery will be rejected** and bidder shall be liable to replace the same with new ones;
3. Only **genuine/original toner cartridges** that comes in **sealed and securely packed** will be accepted. Refurbished and refillable will not be accepted; and

4. The Supplier shall ensure that all goods are appropriately delivered to the ERC in good manner to avoid physical damage, breakage or corrosion.
5. The Supplier shall **replace damaged, broken or defective toner cartridges free of charge within five (5) working days after the problem has been reported.** In addition, within the warranty period, replacement of toner cartridges and all related costs shall be to the account of the Bidder.

VI. SCHEDULE OF DELIVERY

The Winning bidder should deliver the Toners to the ERC Main Office **within seven (7) calendar days from receipt of the Notice to Proceed (NTP).**

VII. TERMS OF PAYMENT

1. Payment shall be made upon **full delivery of the required toners subject to inspection and acceptance** by the members of the Technical Property Inspection Committee (TPIC) of ERC;
2. Payment shall be made through **List of Due and Demandable Accounts Payable with Advice to Debit Account (LDDAP-ADA);** and
3. The Supplier shall provide the bank Account wherein payment will be credited **within thirty (30) days after the completion of delivery of the item and final acceptance at the ERC Main office.**

VII. LIQUIDATED DAMAGES

1. Where the Contractor refuses or fails to satisfactorily complete the delivery within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the

contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the latter.

2. For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due to the Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the service Contractor at the ERC's convenience.


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